

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

FRANK L. DILEONARDO, JR. as	)	
trustee of the Frank L. DiLeonardo,	)	
Jr. Trust, and TIMOTHY N. TATUM,	)	
an individual,	)	Case No. 07 C 6617
	)	
Plaintiffs,	)	Judge Charles R. Norgle
v.	)	
	)	Magistrate Judge Susan E. Cox
JOSEPH FLETCHER, an individual,	)	
	)	
Defendant.	)	

**MOTION TO ENFORCE CONSENT TO JUDGMENT**

FRANK L. DILEONARDO, JR., as trustee of the Frank L. DiLeonardo, Jr. Trust, and TIMOTHY N. TATUM (the "Plaintiffs") by and through their attorneys, Schuyler Roche, P.C., move this Court for entry of an order enforcing a Consent To Judgment against the Defendant, JOSEPH FLETCHER ("Fletcher") and in support hereof, the Plaintiffs state as follows:

1. On January 15, 2008, the Plaintiffs and Fletcher entered in to a Settlement Agreement and Mutual Release (the "Settlement Agreement") in relation to the above captioned matter. A true and accurate copy of the Settlement Agreement is attached hereto as Exhibit A. Pursuant to the Settlement Agreement, Fletcher was to make five payments to the Plaintiffs totaling two hundred and eighty six thousand dollars (\$286,000.00). The first payment in the amount of thirty thousand dollars was due and owing on January 21, 2008.

2. Fletcher failed to make payment on January 21, 2008, in breach of the Settlement Agreement.

3. The Settlement Agreement provides in ¶ 5(a) that in the event of default the Plaintiffs must provide Fletcher with a written notice of default and Fletcher will have ten (10) business days from receipt of the notice of default to cure the default. The Plaintiffs sent Fletcher a notice of default via Federal Express next day delivery and via Certified U.S. Mail, Return Receipt Requested on January 22, 2008. Attached hereto as Exhibit B is a true and accurate copy of the Plaintiffs' notice of default sent on January 22, 2008.

4. Fletcher failed to cure the default within the prescribed ten (10) business days.

5. In conjunction with signing the Settlement Agreement, Fletcher signed an Affidavit For Consent to Judgment (the "Consent to Judgment"). Attached hereto as Exhibit C is a true and accurate copy of the Consent to Judgment.

6. The Settlement Agreement provides in ¶ 5(c) that in the event Fletcher has failed to make payment as prescribed, the Notice of Default has been sent and the time to cure the default has elapsed, the Plaintiffs shall have the right to file the Consent to Judgment in this court for the amount of three hundred thousand dollars (\$300,000.00) plus any additional pre-judgment interest accrued on that amount from the date of entry as well as costs and attorney's fees incurred in collecting the unpaid balance.

7. The Plaintiffs seek to enforce this Consent to Judgment in the amount of three hundred thousand dollars (\$300,000.00), plus any additional pre-judgment interest accrued on that amount from the date of entry as well as costs and attorney's fees incurred in collecting the unpaid balance.

WHEREFORE, the Plaintiffs, FRANK L. DILEONARDO, JR., as trustee of the Frank L. DiLeonardo, Jr. Trust, and TIMOTHY N. TATUM, pray for entry of a judgment

order entitling the Plaintiffs to recover from the Defendant, JOSEPH FLETCHER, in the amount of three hundred thousand dollars (\$300,000.00) plus any additional pre-judgment interest accrued on that amount from the date of entry as well as costs and attorney's fees incurred in collecting the unpaid balance and for such other relief as this Court deems just and proper.

FRANK L. DILEONARDO, as trustee of the Frank L. DiLeonardo Jr. Trust and TIMOTHY N. TATUM,

/s/ James J. McNamara

James J. McNamara, Esq. (ARDC #6286853)  
Schuyler Roche, P.C.  
One Prudential Plaza, Suite 3800  
130 East Randolph Street  
Chicago, Illinois 60601  
Tel: (312) 565-2400  
Fax: (312) 565-8300  
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